

# **Part 2 of 5**

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**ACS to GCI MASTER LICENSE AGREEMENT  
FOR WIRELESS TOWER SPACE AND POWER AGREEMENT**

ACS Contract ID # \_\_\_\_\_

THIS MASTER LICENSE AGREEMENT ("MLA" or "Agreement") dated as of June 4, 2012 ("Effective Date"), is entered into by and between **GCI Communication Corp.**, an Alaska corporation, with its principal offices at 2550 Denali Street, Suite 1000, Anchorage, Alaska, 99503, ("Licensee" or "GCI"), and **ACS Wireless, Inc.**, an Alaskan corporation whose business office is located at 600 Telephone Avenue, Anchorage, Alaska 99503 ("Licensor" or "ACS"). (GCI and ACS are also referred to individually as a "Party" and collectively as the "Parties.")

Whereas, ACS owns, leases or licenses certain buildings, towers, facilities, rooftops and/or real property for use as a communications facility (each a "Site") at which Licensee desires to install and maintain wireless communications facilities in accordance with the provisions contained herein; and

Whereas, ACS and Licensee desire to enter into this Agreement to define the terms and conditions which will govern with respect to each Site at which Licensee will license space exclusively for wireless communications use from ACS,

NOW, THEREFORE, ACS, as Licensor, and Licensee hereby agree as follows:

This Agreement includes the following exhibits:

- Exhibit A: Form Site License Agreement
  - Exhibit 1 to Site License Agreement: Description of Licensed Premises
  - Exhibit 2 to Site License Agreement: Description of Licensee's Equipment and Communications Facility
  - Exhibit 3 to Site License Agreement: Collocation Application
  - Exhibit 4 to Site License Agreement: Price Schedule
  - Exhibit 5 to Site License Agreement: Prime Lease to Licensed Site
  - Exhibit 6 to Site License Agreement: Licensee Substance Disclosure Form

Exhibit B: Contact List

1. **Master License Agreement ("MLA")**. Except as otherwise stated in the Site License Agreement ("SLA") for the applicable Site, the Parties agree that the terms and conditions contained in this Agreement shall be binding upon each Party with respect to Licensee's use of space at any Site owned or operated by Licensor for which an SLA is entered into pursuant to this Agreement. For purposes of this Agreement the term "license" shall be used generically to describe a lease, sublease, license or sublicense agreement and it is agreed that the relationship will be a license when the Licensor has a fee interest, will be a sublicense when the Licensor has a leasehold interest and will be a license or sublicense only when that is the extent of interest that Licensor can provide. From time to time as Licensee desires to license space at a particular Site, the Parties shall complete and mutually execute a SLA for such Site in the form attached as Exhibit A, and such SLA shall be incorporated as an attachment to this Agreement. Upon the execution by both Parties of the SLA, the terms of this Agreement shall be incorporated by reference and apply as though fully set forth in the SLA. In the event of a conflict

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between the terms of this Agreement and the SLA, (unless otherwise expressly stated in the SLA) the terms of this Agreement shall control. For purposes herein, the term "Equipment Space" shall be used to refer to any tower, building, rooftop or other structure owned or operated by Licensor, and the term "Ground Space" shall refer to the real property owned, leased, licensed or otherwise controlled by Licensor (collectively referred to as "Licensed Premises"). Licensee may only use the Licensed Premises for the provision of wireless communications service.

**2. Primary Term of the MLA and Effective Date.**

(a) The term for this Agreement shall be for a term of three (3) years commencing as of the Effective Date and shall renew automatically thereafter for additional one (1) year terms unless either Party provides written notice to the other not less than One Hundred and Eighty Days (180) prior to the expiration of the then current annual term of its desire not to renew; provided however, after any termination of this Agreement, its terms and conditions shall survive and continue to govern with respect to any SLA's executed by both Parties prior to such termination of this Agreement throughout the remainder of the Term of the SLA.

(b) Termination at Closing. Notwithstanding anything to the contrary set forth herein or in any SLA, this Agreement and each SLA shall terminate on the Closing Date as such term is defined in the Asset Purchase and Contribution Agreement by and among Alaska Communications Systems Group, Inc., a Delaware corporation, ACS, General Communication, Inc., an Alaska corporation, GCI Wireless Holdings, LLC, an Alaska limited liability company, and The Alaska Wireless Network, LLC, a Delaware limited liability company..

**3. Primary Term of the SLA.** The primary term of each SLA will be three (3) years from its Commencement Date. The Commencement Date ("Commencement Date") for a SLA is defined as i) the first (1<sup>st</sup>) day of the month in which Licensee is issued a Notice to Proceed from Licensor; or ii) the first (1<sup>st</sup>) day of the month of installation of Licensee's equipment on the Premises, whichever event occurs first. Within thirty (30) days of installation of Licensee's equipment on the Premises, the Parties shall acknowledge in writing the Commencement Date of each SLA.

**4. Option to Extend.** If the underlying Prime Lease affecting the particular Site is further extended or renewed, and subject to Paragraph 5 hereof, Licensee shall have the option to extend each SLA beyond its Primary Term for three (3) successive five (5) year terms. Unless Licensee otherwise notifies Licensor at least six (6) months prior to the expiration of the Primary Term of the SLA or any extension thereof, the SLA shall be extended automatically for an additional term for a maximum of three (3) extensions. Upon agreement of the Parties, a SLA may be extended beyond its Primary Term or any extension thereof on a month to month basis, and shall be considered a holdover condition, subject to the rates and fees set forth in Paragraph 7.

**5. Default and Termination.**

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[REDACTED]

b.

[REDACTED]

c.

[REDACTED]

d.

[REDACTED]

6. **Notices.** All notices shall be given in writing, served by (i) first class mailing, certified return receipt requested, and shall be deemed received five (5) business days from the postmark, (ii) personal delivery by a commercial courier. Mailing addresses for notice are as follows, or as may be designated by either Party in writing to the other.

Licensor: General Counsel  
Alaska Communications

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600 Telephone Ave., MS65  
Anchorage, AK, 99503

with a copy to: ACS Contracts  
Alaska Communications  
600 Telephone Ave, MS 8  
Anchorage AK 99503

Licensee: GCI Communication Corp.  
Corporate Counsel  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503

with a copy to: GCI Communication Corp.  
[REDACTED], Contract Administrator  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503-2781  
[REDACTED]

[REDACTED] OSP Project Manager  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503  
[REDACTED]

7. Charges.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

8. Grant of License.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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9. Improvements and Maintenance.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

i. [REDACTED]

ii. [REDACTED]

**10. Use, Permits and Compliance.** Licensee covenants and agrees to use the Licensed Premises only for the operation of the equipment as described in the applicable SLA.

- a. Licensee shall obtain all necessary governmental permits, licenses, and approvals for Licensee's use of the Site. Licensee shall keep the Licensed Premises free from mechanic's liens. Licensors shall fully cooperate with Licensee by executing and joining in Licensee applications for governmental permits, licenses or approvals covering Licensee use so long as Licensors are not adversely affected thereby. Licensee shall reimburse Licensors for any and all reasonable expenses attributable to Licensors' cooperation. In addition, Licensors specifically agree to comply with all reasonable conditions imposed by relevant jurisdictions on Licensee use of the Equipment Space and/or Ground Space at a Site so long as Licensors are not adversely affected thereby.
- b. Licensee covenants and agrees to use the Site in accordance with all applicable federal, state and local laws, regulations, ordinances and administrative and judicial orders and other requirements, including rules established from time to time by Licensors and subject to and in accordance with all requirements of any



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entity from which Licensors obtain its authority to use the Site. Licensee shall furnish Licensors with a copy of Licensee's Federal Communications Commission (FCC) construction authorization and any subsequent FCC license or license renewal that may be required to operate radio equipment at the Site prior to operating any such equipment.

- c. Licensee agrees that it will not interconnect with any Carrier other than Licensors on the premises of any Site. Licensee may use either Licensors or Licensee-owned backhaul transportation from the Site. If neither Licensee nor Licensors has available transportation facilities at a Site, then Licensee may use third-party owned backhaul transportation at such Site.

# 11. Access.

- a. Licensee-Owned Communications Building and Ground Space. Licensee shall have the right to unescorted access to any Ground Space and ground-based facilities which are not within Licensors's buildings or Equipment Space (excluding the tower).
- b. Licensors-Owned Communications Building with Licensee space in separately-caged non-shared space with independent access to Licensed Space. If Licensee has separately-caged, unshared Licensed Space in Licensors's communications building, with independent access solely to the unshared separately-caged Licensee Space, Licensee shall have the right to unescorted access to its separately-caged Licensed Space.
- c. Licensors-owned Communications Building with Licensee's Licensed space in a shared space with no independent access to Licensee Space. Licensee must have escorted access to Licensee space within shared un-segregated space, not separately caged; or if separately caged, if no independent access exists to the Licensee space. These restrictions may be waived on a case by case basis, upon written request and written consent by Licensors (both of which may be by email).
- d. Tower. Access to Licensors's tower is restricted to certified and licensed Licensors-approved contractors or Licensors's personnel.
- e. All Licensee access shall be subject to notification procedures as may be required by Licensors. Notwithstanding the above, Licensors reserves the right to restrict access to areas not being used by Licensee under an SLA to Licensors personnel only.
  - i. Licensee shall, except in the case of an emergency, including a critical service outage, provide Licensors with a minimum of forty-eight (48) hours notice of any maintenance to be performed on Licensee's equipment at the Licensed Premises at each Site, as well as the name of Licensee's agent performing the work. Licensors reserves the right to refuse access to any person, agent or contractor for security or safety reasons.
  - ii. Licensee shall be responsible and liable for any damage done to the Licensors' facilities, its equipment or to other party's equipment on a Site that is

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caused by Licensee, its agents or contractors. Licensor shall issue an itemized invoice to Licensee for such costs and expenses, and Licensee shall remit payment within forty-five calendar (45) days after such invoice is issued by Licensor.

iii. Licensor shall be under no obligation to clear snow from any areas at or approaching the Site for the purposes of providing Licensee access to the Licensed Premises at a Site. Licensee may clear or remove snow for access purposes at its own cost and at its own risk with prior permission from Licensor, except that no permission shall be required in the case of an emergency.

f. Access Easement. Licensor hereby grants to Licensee, for use by Licensee, its employees, agents, contractors and by utility companies, a non-exclusive easement and non-exclusive licenses over, under, upon and across the adjoining lands of Licensor, and rights-of-way or easements owned or licensed by Licensor, on a twenty-four (24) hour daily basis, for (a) ingress and egress to and from the Site (the "Access Easement"), and (b) the installation, operation and maintenance of necessary utilities for the Site (the "Utility Easement"). Such Access Easement and Utility Easement shall be over and lie within existing roads, parking lots and/or roads to which Licensor has permitted access under the Prime Lease or which are permitted by Licensor in writing hereafter. Otherwise, any others will be permitted only with prior written consent from Licensor, and shall be subject to the terms and limits of the Prime Lease. Licensee shall obtain prior written approval from Licensor prior to any change in the particular location of any Access Easement or Utility Easement. Licensor reserves, both for itself and for the benefit of any other collocation tenants on the Tower, non-exclusive rights of access over Licensee's Tower Space and Premises, for purposes of accessing, maintaining, repairing and improving the Tower, as well as for any wiring or cable running through or on Licensee's Tower Space, provided same shall not unreasonably interfere with Licensee's use or occupation of its Tower Space.

12. Interference. Licensor reserves the right to require Licensee to cease all operations in the Equipment Space or Ground Space at a Site in the event that Licensee's equipment causes or appears to cause unacceptable interference with Licensor's or other existing communication systems. If radio frequency or electromagnetic interference is experienced by Licensor-owned or any other communication equipment installed at the Site prior to the date of Licensee's equipment installation at the Site, regardless of its location, upon or during operation of Licensee's equipment, Licensee agrees to eliminate immediately any interference associated with the transmission and operation of its equipment upon oral or written notice by Licensor. Licensee may reasonably intermittently test its equipment, while using reasonable best efforts to minimize any interference or disruption with Licensor's communication operations. Failing the prompt elimination of such interference, Licensee shall discontinue its equipment operation upon oral or written notice by Licensor until Licensor, in its sole but commercially reasonable discretion, is satisfied that any interference problems are resolved and until Licensor expressly states that Licensee may resume its equipment operation. If Licensee's operations are discontinued for thirty (30) consecutive days or more at a Site, Licensor agrees to rebate the prorated portion of rent to Licensee. If such discontinuance of Licensee service causes Licensee a loss of information or revenue in any manner, Licensor shall not be liable for such loss or any direct or indirect result of such loss.

- a. As a general rule, Licensee shall not be required to adjust its FCC and Licensors-authorized operations on the Equipment Space or Ground Space at a Site to eliminate interference problems encountered by any other operator whose operations on the Site begins after those of Licensee. Moreover, as a general rule, interference problems caused by operations of a later licensee will be the responsibility of the later licensee to resolve. These general rules do not apply, however, to situations where Licensor's equipment or operations (including those of any Licensor parent, affiliates, subsidiaries, agents, customers, partners, contractors or customers, whenever installed or initiated) are adversely affected by Licensee's operations or to any situation whatsoever which otherwise is determined by Licensor, in its sole but commercially reasonable discretion, to require reasonable adjustments to Licensee equipment or operations in the Equipment Space or Ground Space at a Site to solve interference problems.
  - b. Licensor shall be under no obligation to adjust Licensor or other equipment to solve radio frequency or electromagnetic interference problems associated with the use of Licensee's equipment. Upon Licensor's written request, Licensee shall install filtering devices on its equipment to reduce likelihood of radio or electromagnetic interference with other equipment.
13. **Incompatibility.** If either Licensor or Licensee determines that its operations are incompatible with the operations or plans of the other Party at a Site, it may terminate the applicable SLA upon twelve (12) months' prior written notice subject to the terms of Paragraph 5 of this Agreement, in which even Licensor agrees to rebate to Licensee any unused portion of rent that may have been paid.
14. **Quiet Enjoyment.** Licensor covenants that Licensee, upon paying any rent set forth in Exhibit 4 to the SLA and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Site on the terms and conditions and for the purposes stated herein during the term of the SLA, as it may be extended, without hindrance by Licensor or any person(s) or entity(ies) claiming under Licensor.
15. **No Estate or Property Interest; Encumbrances.**
  - a. The interest in a Site granted by this Agreement is a personal privilege allowing Licensee to place its authorized equipment in the Licensed Premises at the Site. Except and only to the extent of Licensor's interest in the Site and to the extent Licensor is entitled to grant such interest to Licensee under the agreement through which Licensor derives its interest, the interest granted herein and the payments by Licensee under this Agreement shall not create or vest in Licensee (or in any other person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in any part of such Site. Licensee's equipment and associated property installed in the Licensed Premises at a Site shall be deemed personal property and not fixtures irrespective of the manner or method of attachment to the building or the Site. If required by applicable law, Licensee shall report such property as its own and shall pay any taxes levied upon such personal property.
  - b. Licensee shall not cause or permit any Site or any part thereof or improvements thereon to become subject to any lien, trust, pledge or security interest arising

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out of any work performed, facilities or materials furnished, or obligations incurred by or for Licensee. Licensee agrees to bond against or discharge any mechanic's lien or materialman's lien affecting the Site(s) within twenty (20) days after written request from Licensor. Nothing contained in this Paragraph shall limit Licensee's right to subject its own property and equipment to liens, trusts, pledges or security interests.

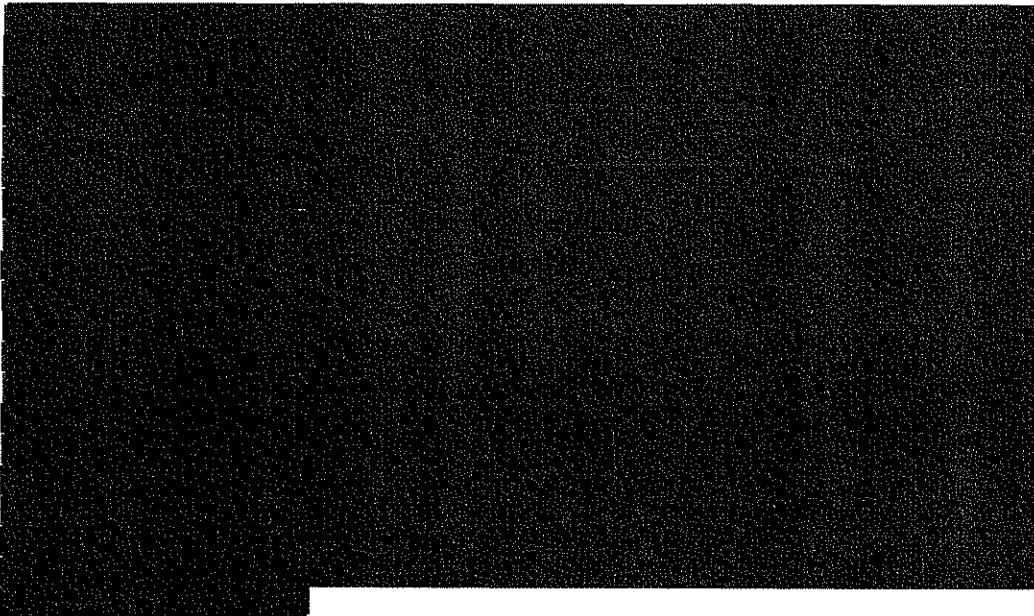
- c. Licensee shall reimburse Licensor for any and all costs and expenses that may be incurred by Licensor (or by any Licensor parent, affiliate or Licensor personnel), including without limitation reasonable attorneys' fees, as a result of any lien, trust, pledge, or security interest arising out of any work performed, facilities or materials furnished, or obligations incurred by or for Licensee except where such lien is caused by a negligent act or omission of Licensor. Licensor shall issue an itemized invoice to Licensee for such costs and expenses, and Licensee shall pay Licensor within forty-five calendar (45) days after such invoice is issued by Licensor.

**16. Insurance.**

- a. Licensee shall, at its own expense, maintain and keep in force during the term of this Agreement, commercial general liability insurance from an insurance company rated at least A Minus by AM Best, to protect Licensor, Licensee and Licensee's agents against comprehensive public liability. This insurance shall have a combined single limit in the amount of not less than [REDACTED] per occurrence and [REDACTED] in the aggregate, with an excess or umbrella policy with limits not less than [REDACTED], which may be satisfied in part by an excess or umbrella policy. Licensee shall also maintain worker's compensation insurance in amounts required applicable law and employers' liability insurance with a limit of at least [REDACTED] per occurrence.
- b. All such insurance (other than worker's compensation) shall name Licensor as an additional insured, and provide that Licensor shall be notified at least thirty (30) days prior to any cancellation of such insurance coverage. Licensee shall provide Licensor with certificates of insurance reasonably acceptable to Licensor by June 15, 2012, and before access to the Site is permitted, including copies of the additional insured and waiver of subrogation endorsements. Each Party's insurance shall be primary to and non-contributory with any policies held by the other, and shall provide coverage afforded the other under such policies that extends identically to the coverage provided to purchaser of such coverage. Each Party' insurance shall waive all rights of subrogation against the other and its affiliates, agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general Liability and/or workers' compensation policies. Licensee shall provide to Licensor all policies used to satisfy the requirements of this Section 16 upon request by Licensor.
- c. Notwithstanding the foregoing, Licensee may self-insure for all or any portion of the aforementioned insurance coverage.
- d. The requirement for insurance coverage will not relieve Licensee or its agents of its other obligations under this Agreement.

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17.



The provisions of this section shall survive the termination of this Agreement.

18. **Risk of Loss.** Licensee shall bear the risk of loss for all or any portion of Licensee's equipment placed upon or near the premises of a Site by Licensee in the event the equipment is damaged or destroyed, in whole or in part.
19. **Limitation of Liability.** Notwithstanding any provision in this Agreement to the contrary, neither Party shall be liable to any Party or its customers for any indirect, consequential, special, incidental, punitive or reliance damages of a Party to this Agreement or a third party, including, but not limited to, lost profits, lost revenues, lost savings, cost of capital, lost opportunity or harm to business, or cost of replacement services, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, strict liability or tort (including without limitation negligence of any kind, whether active or

passive by any Party or by any person.) The provisions of this section shall survive the termination of this Agreement.

**20. Taxes, Assessments and Fines.**—Licensee shall not be liable for payment of any real property taxes or assessments that may be levied on the Equipment Space or Ground Space at a Site. Licensee shall be liable for the payment of any personal property taxes that may be lawfully levied on Licensee's equipment or other property and for any fines or penalties charged against Licensee related to its use or occupancy of the Equipment Space or Ground Space at a Site. Licensee shall pay to Licensor Licensee's share of any such tax within sixty (60) days of receipt of sufficient documentation demonstrating the increase in the assessed value of the Site is due to Licensee's improvements and calculating Licensee's said share of the resulting increase in said taxes and payment thereof by Licensor. In no event shall Licensee be held liable for taxes based on Licensor's income or sales, nor shall Licensor be liable for taxes based on Licensee's income, use or sales.

**21. Assignment or Subletting.** Licensee shall not assign this Agreement or grant any interest in the Equipment Space or Ground Space without prior written consent from Licensor, which consent shall not be unreasonably withheld, conditioned or delayed, and any such assignment or grant without such approval is null and void. Licensor's inability to obtain authorization of the owner of the Prime Lease shall be sufficient grounds for denying Licensee's request to assign or sublet.

Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of any successor in interest of either Party.

**22. Dispute Resolution.** (a) If a dispute of any kind arises out of or relates to this Agreement (including any dispute concerning its construction, performance or breach), the rights of the parties to the dispute will be governed by that certain Stand-Alone Arbitration Agreement among Alaska Communications Systems Group, Inc., a Delaware corporation, ACS, ACS Cable Systems, Inc., a Delaware corporation, General Communication, Inc., an Alaska corporation, GCI, and The Alaska Wireless Network, LLC, a Delaware limited liability company (the "**Arbitration Agreement**"), dated as of the date of this Agreement, as it may be amended from time to time, which is hereby incorporated by reference. By executing this Agreement, each Party agrees that such Party has become a party to the Arbitration Agreement, without the necessity of signing the Arbitration Agreement as a separate document.

(b) Continued Performance. The Parties agree to continue performing their respective obligations under this Agreement and under all other arrangements between the Parties while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

(c) Selection of Forum; Venue; Service of Process. Subject to Section 22, the Parties hereby irrevocably submit in any suit, action or proceeding arising out of or relating to this Agreement or any transactions contemplated hereby to the exclusive jurisdiction of the United States District Court for the District of Alaska or if jurisdiction is not available therein the jurisdiction of any court of the State of Alaska, and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including any argument that jurisdiction, sites, and/or venue are inconvenient or otherwise improper. Each Party further agrees that process may be

served upon such Party in any manner authorized under the laws of the United States or Alaska, and waives any objections that such Party may otherwise have to such process.

(d) **Specific Performance.** Prior to termination of this Agreement, in the event any Party should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. The other Parties shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. In the event of an action by any of the Parties to obtain specific performance of the terms of this Agreement, each other Party hereby waives the defense that there is an adequate remedy at law.

23. **Force Majeure.** Neither Party is liable for a failure of performance if such failure is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, epidemic, earthquake, volcanic eruption, flood, vandalism, war, acts of terrorism, extreme cold weather conditions, labor strikes and governmental action. If such failure event continues for sixty days, the other Party may terminate the affected SLA.
24. **No Partnership or Joint Venture.** The relationship between the Parties under this Agreement and each SLA shall not be that of partners nor a joint venture and nothing contained in this Agreement or any SLA shall be deemed to constitute a partnership or joint venture between them. Neither Party may represent to its users or others that the other Party jointly participates with such Party in the provision of services or facilities at any Site.
25. **Waiver and Severability.** No delay or omission by either Party to exercise any right or power arising from any default by the other Party shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto. In particular, the receipt by Licensor of license payments with knowledge of an existing breach shall not be deemed a waiver. If any term or provision of this Agreement or any SLA be held invalid or unenforceable, the remainder of this Agreement and all SLA's (including the applicable SLA) shall not be affected thereby and each term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.
26. **Condemnation.** If, during the Term of this Agreement, a Site shall be taken by any public or quasi-public authority under its power of condemnation or eminent domain (or is sold under threat thereof), the SLA for such Site shall terminate, except those provisions relating to payment of any charges and indemnity, and shall be of no further force and effect as of the date possession shall be taken by the acquiring authority or as of the date of sale. In the event that a SLA shall terminate or be terminated, the license payments and all other amounts payable by Licensee thereunder shall, if and as necessary, be prorated to the date possession is taken by the acquiring authority. In the event of any condemnation, the proceeds of any condemnation award shall be the sole property of Licensor, except any such proceeds relating to Licensee's personal property, which shall belong to Licensee.
27. **Prime Lease.** Notwithstanding any other provision in this Agreement, the rights of Licensee expressly granted under this Agreement shall not exceed any rights granted to Licensor under the Prime Lease or License Agreement to the Site.

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28. **Governing Law.** This Agreement and each SLA shall be construed in accordance with and governed by the laws of the State of Alaska, without giving effect to its conflict of laws principles.
29. **Attorney's Fees.** If either Party to this Agreement or a SLA initiates any legal proceeding to construe or enforce any of the terms and conditions herein or therein, or to obtain damages or relief hereunder or thereunder, then the prevailing Party shall be entitled to its reasonable attorney's fees, expenses and court costs incurred in connection with such legal proceedings.
30. **Entire Agreement.** This Agreement together with the Arbitration Agreement and the applicable SLA for the Site and all exhibits and attachments to this Agreement, the Arbitration Agreement and the SLA constitute the entire agreement between the Parties with respect to the subject matter contained herein and therein. Upon the mutual execution of an SLA for a Site, the Arbitration Agreement, this Agreement and the SLA shall supersede any previous agreements whereby Licensor has provided Licensed Premises to Licensee at the Site. There are no representations, understandings or agreements that are not fully expressed in the Arbitration Agreement, this Agreement and SLA's entered into in connection herewith. The obligations of the Parties which, by the nature of the obligations, continue beyond the terms of the Arbitration Agreement, this Agreement and SLA shall survive the termination of the Arbitration Agreement, this Agreement and the SLA. The Arbitration Agreement, this Agreement and each SLA cannot be amended or modified except in writing signed by both Parties.
31. **Mutual Representation of Authority.** (a) Licensor and Licensee represent and warrant to each other that they have full right, power and authority to enter into this Agreement and, except as otherwise expressly stated in the SLA, each SLA entered into pursuant to this Agreement, without the consent or approval of any other entity or person and it makes these representations knowing that the other Party will rely thereon. (b) The signatory on behalf of Licensor and Licensee by execution of this Agreement or a SLA represent and warrant that they have full right, power and authority to act for and on behalf of Licensor or Licensee, as the case may be, in entering into this Agreement or the SLA.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

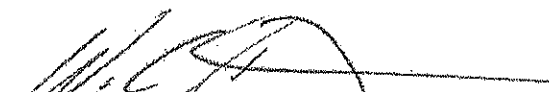
LICENSOR: ACS WIRELESS, INC.

LICENSEE: GCI COMMUNICATION CORP.



Mike Todd  
Sr. Vice President Engineering

Date: June 4, 2012



Name: William C. Behnke  
Title: Senior Vice President

Date: June 4, 2012



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ACS and GCI Site License Agreement Attachment

EXHIBIT 1  
to  
ACS – GCI Site License Agreement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**EXHIBIT 2**

**ACS – GCI Site License Agreement**

[REDACTED]

1.

[REDACTED]

[REDACTED]

[REDACTED]

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**EXHIBIT 3**

**Collocation Application**

**[Attach Form]**

[illegible]

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[illegible][illegible]

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|            |            |            |            |
|------------|------------|------------|------------|
|            | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
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| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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**EXHIBIT 5**

to  
**ACS – GCI Site License Agreement**

**Prime Lease**

**[Attach]**

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**GCI to ACS MASTER LICENSE AGREEMENT  
FOR WIRELESS TOWER SPACE AND POWER AGREEMENT**

ACS Contract ID # \_\_\_\_\_

THIS MASTER LICENSE AGREEMENT ("MLA" or "Agreement") dated as of June 4, 2012 ("Effective Date"), is entered into by and between **GCI Communication Corp.**, an Alaska corporation, with its principal offices at 2550 Denali Street, Suite 1000, Anchorage, Alaska, 99503, ("**Licensor**" or "**GCI**"), and **ACS Wireless, Inc.**, an Alaskan corporation whose business office is located at 600 Telephone Avenue, Anchorage, Alaska 99503 ("**Licensee**" or "**ACS**"). (GCI and ACS are also referred to individually as a "**Party**" and collectively as the "**Parties.**")

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Exhibit 3 to Site License Agreement: Collocation Application

Exhibit 4 to Site License Agreement: Price Schedule

Exhibit 5 to Site License Agreement: Prime Lease to Licensed Site

Exhibit 6 to Site License Agreement: Licensee Substance Disclosure Form

Exhibit B: Contact List

1. **Master License Agreement ("MLA").** Except as otherwise stated in the Site License Agreement ("**SLA**") for the applicable Site, the Parties agree that the terms and conditions contained in this Agreement shall be binding upon each Party with respect to Licensee's use of space at any Site owned or operated by Licensor for which an SLA is entered into pursuant to this Agreement. For purposes of this Agreement the term "license" shall be used generically to describe a lease, sublease, license or sublicense agreement and it is agreed that the relationship will be a license when the Licensor has a fee interest, will be a sublicense when the Licensor has a leasehold interest and will be a license or sublicense only when that is the extent of interest that Licensor can provide. From time to time as Licensee desires to license space at a particular Site, the Parties shall complete and mutually execute a SLA for such Site in the form attached as **Exhibit A**, and such SLA shall be incorporated as an attachment to this Agreement. Upon the execution by both Parties of the SLA, the terms of this Agreement shall be incorporated by reference and apply as though fully set forth in the SLA. In the event of a conflict



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between the terms of this Agreement and the SLA, (unless otherwise expressly stated in the SLA) the terms of this Agreement shall control. For purposes herein, the term "Equipment Space" shall be used to refer to any tower, building, rooftop or other structure owned or operated by Licensor, and the term "Ground Space" shall refer to the real property owned, leased, licensed or otherwise controlled by Licensor (collectively referred to as "Licensed Premises"). Licensee may only use the Licensed Premises for the provision of wireless communications service.

**2. Primary Term of the MLA and Effective Date.**

(a) The term for this Agreement shall be for a term of three (3) years commencing as of the Effective Date and shall renew automatically thereafter for additional one (1) year terms unless either Party provides written notice to the other not less than One Hundred and Eighty Days (180) prior to the expiration of the then current annual term of its desire not to renew; provided however, after any termination of this Agreement, its terms and conditions shall survive and continue to govern with respect to any SLA's executed by both Parties prior to such termination of this Agreement throughout the remainder of the Term of the SLA.

(b) Termination at Closing. Notwithstanding anything to the contrary set forth herein or in any SLA, this Agreement and each SLA shall terminate on the Closing Date as such term is defined in the Asset Purchase and Contribution Agreement by and among Alaska Communications Systems Group, Inc., a Delaware corporation, ACS, General Communication, Inc., an Alaska corporation, GCI Wireless Holdings, LLC, an Alaska limited liability company, and The Alaska Wireless Network, LLC, a Delaware limited liability company.

**3. Primary Term of the SLA.** The primary term of each SLA will be three (3) years from its Commencement Date. The Commencement Date ("Commencement Date") for a SLA is defined as i) the first (1<sup>st</sup>) day of the month in which Licensee is issued a Notice to Proceed from Licensor; or ii) the first (1<sup>st</sup>) day of the month of installation of Licensee's equipment on the Premises, whichever event occurs first. Within thirty (30) days of installation of Licensee's equipment on the Premises, the Parties shall acknowledge in writing the Commencement Date of each SLA.

**4. Option to Extend.** If the underlying Prime Lease affecting the particular Site is further extended or renewed, and subject to Paragraph 5 hereof, Licensee shall have the option to extend each SLA beyond its Primary Term for three (3) successive five (5) year terms. Unless Licensee otherwise notifies Licensor at least six (6) months prior to the expiration of the Primary Term of the SLA or any extension thereof, the SLA shall be extended automatically for an additional term for a maximum of three (3) extensions. Upon agreement of the Parties, a SLA may be extended beyond its Primary Term or any extension thereof on a month to month basis, and shall be considered a holdover condition, subject to the rates and fees set forth in Paragraph 7.

**5. Default and Termination.**

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[REDACTED]

[REDACTED]

[REDACTED]

6. **Notices.** All notices shall be given in writing, served by (i) first class mailing, certified return receipt requested, and shall be deemed received five (5) business days from the postmark, (ii) personal delivery by a commercial courier. Mailing addresses for notice are as follows, or as may be designated by either Party in writing to the other.

Licensee: General Counsel  
Alaska Communications

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600 Telephone Ave., MS65  
Anchorage, AK, 99503

with a copy to: ACS Contracts  
Alaska Communications  
600 Telephone Ave, MS 8  
Anchorage AK 99503

Licensors: GCI Communication Corp.  
Corporate Counsel  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503

with a copy to: GCI Communication Corp.  
[REDACTED], Contract Administrator  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503-2781  
[REDACTED]

[REDACTED], OSP Project Manager  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503  
[REDACTED]

7. Charges.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

8. Grant of License.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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9. Improvements and Maintenance.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

i.

[REDACTED]

[REDACTED]

[REDACTED]

10. **Use, Permits and Compliance.** Licensee covenants and agrees to use the Licensed Premises only for the operation of the equipment as described in the applicable SLA.

- a. Licensee shall obtain all necessary governmental permits, licenses, and approvals for Licensee's use of the Site. Licensee shall keep the Licensed Premises free from mechanic's liens. Licensors shall fully cooperate with Licensee by executing and joining in Licensee applications for governmental permits, licenses or approvals covering Licensee use so long as Licensors are not adversely affected thereby. Licensee shall reimburse Licensors for any and all reasonable expenses attributable to Licensors' cooperation. In addition, Licensors specifically agree to comply with all reasonable conditions imposed by relevant jurisdictions on Licensee use of the Equipment Space and/or Ground Space at a Site so long as Licensors are not adversely affected thereby.
- b. Licensee covenants and agrees to use the Site in accordance with all applicable federal, state and local laws, regulations, ordinances and administrative and judicial orders and other requirements, including rules established from time to time by Licensors and subject to and in accordance with all requirements of any

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entity from which Licenser obtains its authority to use the Site. Licensee shall furnish Licenser with a copy of Licensee's Federal Communications Commission (FCC) construction authorization and any subsequent FCC license or license renewal that may be required to operate radio equipment at the Site prior to operating any such equipment.

- c. Licensee agrees that it will not interconnect with any Carrier other than Licenser on the premises of any Site. Licensee may use either Licenser or Licensee-owned backhaul transportation from the Site. If neither Licensee nor Licenser has available transportation facilities at a Site, then Licensee may use third-party owned backhaul transportation at such Site.

**11. Access.**

- a. Licensee-Owned Communications Building and Ground Space. Licensee shall have the right to unescorted access to any Ground Space and ground-based facilities which are not within Licenser's buildings or Equipment Space (excluding the tower).
- b. Licenser-Owned Communications Building with Licensee space in separately-caged non-shared space with independent access to Licensed Space. If Licensee has separately-caged, unshared Licensed Space in Licenser's communications building, with independent access solely to the unshared separately-caged Licensee Space, Licensee shall have the right to unescorted access to its separately-caged Licensed Space.
- c. Licenser-owned Communications Building with Licensee's Licensed space in a shared space with no independent access to Licensee Space. Licensee must have escorted access to Licensee space within shared un-segregated space, not separately caged; or if separately caged, if no independent access exists to the Licensee space. These restrictions may be waived on a case by case basis, upon written request and written consent by Licenser (both of which may be by email).
- d. Tower. Access to Licenser's tower is restricted to certified and licensed Licenser-approved contractors or Licenser's personnel.
- e. All Licensee access shall be subject to notification procedures as may be required by Licenser. Notwithstanding the above, Licenser reserves the right to restrict access to areas not being used by Licensee under an SLA to Licenser personnel only.
  - i. Licensee shall, except in the case of an emergency, including a critical service outage, provide Licenser with a minimum of forty-eight (48) hours notice of any maintenance to be performed on Licensee's equipment at the Licensed Premises at each Site, as well as the name of Licensee's agent performing the work. Licenser reserves the right to refuse access to any person, agent or contractor for security or safety reasons.
  - ii. Licensee shall be responsible and liable for any damage done to the Licenser's facilities, its equipment or to other party's equipment on a Site that is

caused by Licensee, its agents or contractors. Licensor shall issue an itemized invoice to Licensee for such costs and expenses, and Licensee shall remit payment within forty-five calendar (45) days after such invoice is issued by Licensor.

iii. Licensor shall be under no obligation to clear snow from any areas at or approaching the Site for the purposes of providing Licensee access to the Licensed Premises at a Site. Licensee may clear or remove snow for access purposes at its own cost and at its own risk with prior permission from Licensor, except that no permission shall be required in the case of an emergency.

f. Access Easement. Licensor hereby grants to Licensee, for use by Licensee, its employees, agents, contractors and by utility companies, a non-exclusive easement and non-exclusive licenses over, under, upon and across the adjoining lands of Licensor, and rights-of-way or easements owned or licensed by Licensor, on a twenty-four (24) hour daily basis, for (a) ingress and egress to and from the Site (the "Access Easement"), and (b) the installation, operation and maintenance of necessary utilities for the Site (the "Utility Easement"). Such Access Easement and Utility Easement shall be over and lie within existing roads, parking lots and/or roads to which Licensor has permitted access under the Prime Lease or which are permitted by Licensor in writing hereafter. Otherwise, any others will be permitted only with prior written consent from Licensor, and shall be subject to the terms and limits of the Prime Lease. Licensee shall obtain prior written approval from Licensor prior to any change in the particular location of any Access Easement or Utility Easement. Licensor reserves, both for itself and for the benefit of any other collocation tenants on the Tower, non-exclusive rights of access over Licensee's Tower Space and Premises, for purposes of accessing, maintaining, repairing and improving the Tower, as well as for any wiring or cable running through or on Licensee's Tower Space, provided same shall not unreasonably interfere with Licensee's use or occupation of its Tower Space.

12. Interference. Licensor reserves the right to require Licensee to cease all operations in the Equipment Space or Ground Space at a Site in the event that Licensee's equipment causes or appears to cause unacceptable interference with Licensor's or other existing communication systems. If radio frequency or electromagnetic interference is experienced by Licensor-owned or any other communication equipment installed at the Site prior to the date of Licensee's equipment installation at the Site, regardless of its location, upon or during operation of Licensee's equipment, Licensee agrees to eliminate immediately any interference associated with the transmission and operation of its equipment upon oral or written notice by Licensor. Licensee may reasonably intermittently test its equipment, while using reasonable best efforts to minimize any interference or disruption with Licensor's communication operations. Failing the prompt elimination of such interference, Licensee shall discontinue its equipment operation upon oral or written notice by Licensor until Licensor, in its sole but commercially reasonable discretion, is satisfied that any interference problems are resolved and until Licensor expressly states that Licensee may resume its equipment operation. If Licensee's operations are discontinued for thirty (30) consecutive days or more at a Site, Licensor agrees to rebate the prorated portion of rent to Licensee. If such discontinuance of Licensee service causes Licensee a loss of information or revenue in any manner, Licensor shall not be liable for such loss or any direct or indirect result of such loss.



- a. As a general rule, Licensee shall not be required to adjust its FCC and Licensors-authorized operations on the Equipment Space or Ground Space at a Site to eliminate interference problems encountered by any other operator whose operations on the Site begins after those of Licensee. Moreover, as a general rule, interference problems caused by operations of a later licensee will be the responsibility of the later licensee to resolve. These general rules do not apply, however, to situations where Licensors' equipment or operations (including those of any Licensors parent, affiliates, subsidiaries, agents, customers, partners, contractors or customers, whenever installed or initiated) are adversely affected by Licensee's operations or to any situation whatsoever which otherwise is determined by Licensors, in its sole but commercially reasonable discretion, to require reasonable adjustments to Licensee equipment or operations in the Equipment Space or Ground Space at a Site to solve interference problems.
  - b. Licensors shall be under no obligation to adjust Licensors or other equipment to solve radio frequency or electromagnetic interference problems associated with the use of Licensee's equipment. Upon Licensors' written request, Licensee shall install filtering devices on its equipment to reduce likelihood of radio or electromagnetic interference with other equipment.
13. **Incompatibility.** If either Licensors or Licensee determines that its operations are incompatible with the operations or plans of the other Party at a Site, it may terminate the applicable SLA upon twelve (12) months' prior written notice subject to the terms of Paragraph 5 of this Agreement, in which even Licensors agrees to rebate to Licensee any unused portion of rent that may have been paid.
14. **Quiet Enjoyment.** Licensors covenants that Licensee, upon paying any rent set forth in Exhibit 4 to the SLA and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Site on the terms and conditions and for the purposes stated herein during the term of the SLA, as it may be extended, without hindrance by Licensors or any person(s) or entity(ies) claiming under Licensors.
15. **No Estate or Property Interest; Encumbrances.**
  - a. The interest in a Site granted by this Agreement is a personal privilege allowing Licensee to place its authorized equipment in the Licensed Premises at the Site. Except and only to the extent of Licensors' interest in the Site and to the extent Licensors is entitled to grant such interest to Licensee under the agreement through which Licensors derives its interest, the interest granted herein and the payments by Licensee under this Agreement shall not create or vest in Licensee (or in any other person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in any part of such Site. Licensee's equipment and associated property installed in the Licensed Premises at a Site shall be deemed personal property and not fixtures irrespective of the manner or method of attachment to the building or the Site. If required by applicable law, Licensee shall report such property as its own and shall pay any taxes levied upon such personal property.
  - b. Licensee shall not cause or permit any Site or any part thereof or improvements thereon to become subject to any lien, trust, pledge or security interest arising

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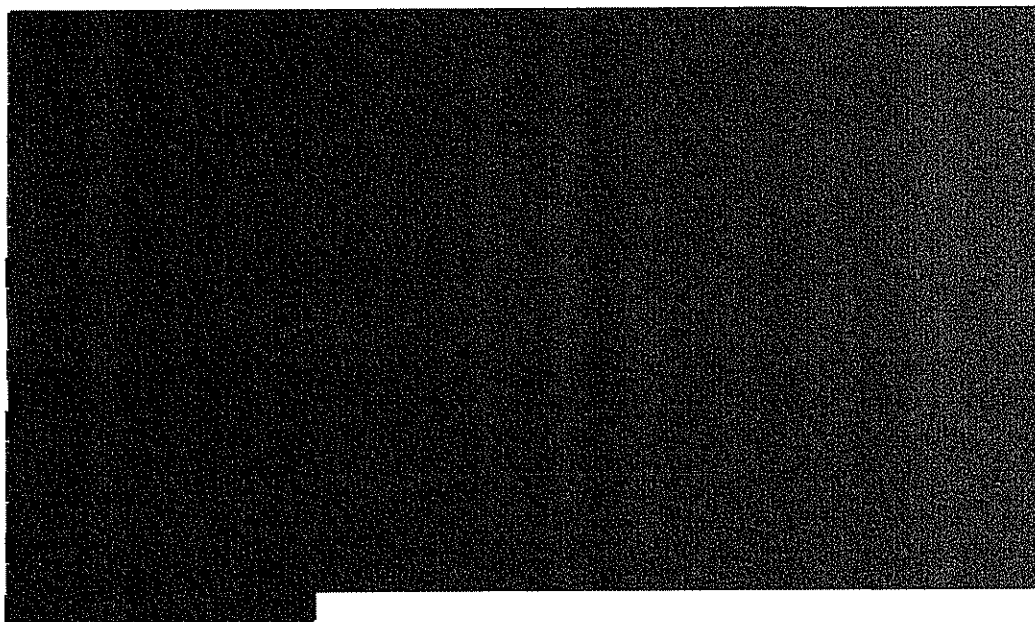
out of any work performed, facilities or materials furnished, or obligations incurred by or for Licensee. Licensee agrees to bond against or discharge any mechanic's lien or materialman's lien affecting the Site(s) within twenty (20) days after written request from Licenser. Nothing contained in this Paragraph shall limit Licensee's right to subject its own property and equipment to liens, trusts, pledges or security interests.

- c. Licensee shall reimburse Licenser for any and all costs and expenses that may be incurred by Licenser (or by any Licenser parent, affiliate or Licenser personnel), including without limitation reasonable attorneys' fees, as a result of any lien, trust, pledge, or security interest arising out of any work performed, facilities or materials furnished, or obligations incurred by or for Licensee except where such lien is caused by a negligent act or omission of Licenser. Licenser shall issue an itemized invoice to Licensee for such costs and expenses, and Licensee shall pay Licenser within forty-five calendar (45) days after such invoice is issued by Licenser.

**16. Insurance**

- a. Licensee shall, at its own expense, maintain and keep in force during the term of this Agreement, commercial general liability insurance from an insurance company rated at least A Minus by AM Best, to protect Licenser, Licensee and Licensee's agents against comprehensive public liability. This insurance shall have a combined single limit in the amount of not less than [REDACTED] per occurrence and [REDACTED] in the aggregate, with an excess or umbrella policy with limits not less than [REDACTED], which may be satisfied in part by an excess or umbrella policy. Licensee shall also maintain worker's compensation insurance in amounts required applicable law and employers' liability insurance with a limit of at least [REDACTED] per occurrence.
- b. All such insurance (other than worker's compensation) shall name Licenser as an additional insured, and provide that Licenser shall be notified at least thirty (30) days prior to any cancellation of such insurance coverage. Licensee shall provide Licenser with certificates of insurance reasonably acceptable to Licenser by June 15, 2012, and before access to the Site is permitted, including copies of the additional insured and waiver of subrogation endorsements. Each Party's insurance shall be primary to and non-contributory with any policies held by the other, and shall provide coverage afforded the other under such policies that extends identically to the coverage provided to purchaser of such coverage. Each Party' insurance shall waive all rights of subrogation against the other and its affiliates, agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general Liability and/or workers' compensation policies. Licensee shall provide to Licenser all policies used to satisfy the requirements of this Section 16 upon request by Licenser.
- c. Notwithstanding the foregoing, Licensee may self-insure for all or any portion of the aforementioned insurance coverage.
- d. The requirement for insurance coverage will not relieve Licensee or its agents of its other obligations under this Agreement.

17.



The provisions of this section shall survive the termination of this Agreement.

18. **Risk of Loss.** Licensee shall bear the risk of loss for all or any portion of Licensee's equipment placed upon or near the premises of a Site by Licensee in the event the equipment is damaged or destroyed, in whole or in part.
19. **Limitation of Liability.** Notwithstanding any provision in this Agreement to the contrary, neither Party shall be liable to any Party or its customers for any indirect, consequential, special, incidental, punitive or reliance damages of a Party to this Agreement or a third party, including, but not limited to, lost profits, lost revenues, lost savings, cost of capital, lost opportunity or harm to business, or cost of replacement services, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, strict liability or tort (including without limitation negligence of any kind, whether active or

passive by any Party or by any person.) The provisions of this section shall survive the termination of this Agreement.

20. **Taxes, Assessments and Fines.** Licensee shall not be liable for payment of any real property taxes or assessments that may be levied on the Equipment Space or Ground Space at a Site. Licensee shall be liable for the payment of any personal property taxes that may be lawfully levied on Licensee's equipment or other property and for any fines or penalties charged against Licensee related to its use or occupancy of the Equipment Space or Ground Space at a Site. Licensee shall pay to Licensor Licensee's share of any such tax within sixty (60) days of receipt of sufficient documentation demonstrating the increase in the assessed value of the Site is due to Licensee's improvements and calculating Licensee's said share of the resulting increase in said taxes and payment thereof by Licensor. In no event shall Licensee be held liable for taxes based on Licensor's income or sales, nor shall Licensor be liable for taxes based on Licensee's income, use or sales.

21. **Assignment or Subletting.** Licensee shall not assign this Agreement or grant any interest in the Equipment Space or Ground Space without prior written consent from Licensor, which consent shall not be unreasonably withheld, conditioned or delayed, and any such assignment or grant without such approval is null and void. Licensor's inability to obtain authorization of the owner of the Prime Lease shall be sufficient grounds for denying Licensee's request to assign or sublet.

Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of any successor in interest of either Party.

22. **Dispute Resolution.** (a) If a dispute of any kind arises out of or relates to this Agreement (including any dispute concerning its construction, performance or breach), the rights of the parties to the dispute will be governed by that certain Stand-Alone Arbitration Agreement among Alaska Communications Systems Group, Inc., a Delaware corporation, ACS, ACS Cable Systems, Inc., a Delaware corporation, General Communication, Inc., an Alaska corporation, GCI, and The Alaska Wireless Network, LLC, a Delaware limited liability company (the "**Arbitration Agreement**"), dated as of the date of this Agreement, as it may be amended from time to time, which is hereby incorporated by reference. By executing this Agreement, each Party agrees that such Party has become a party to the Arbitration Agreement, without the necessity of signing the Arbitration Agreement as a separate document.

(b) **Continued Performance.** The Parties agree to continue performing their respective obligations under this Agreement and under all other arrangements between the Parties while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

(c) **Selection of Forum; Venue; Service of Process.** Subject to Section 22, the Parties hereby irrevocably submit in any suit, action or proceeding arising out of or relating to this Agreement or any transactions contemplated hereby to the exclusive jurisdiction of the United States District Court for the District of Alaska or if jurisdiction is not available therein the jurisdiction of any court of the State of Alaska, and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including any argument that jurisdiction, sites, and/or venue are inconvenient or otherwise improper. Each Party further agrees that process may be

served upon such Party in any manner authorized under the laws of the United States or Alaska, and waives any objections that such Party may otherwise have to such process.

(d) Specific Performance. Prior to termination of this Agreement, in the event any Party should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. The other Parties shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. In the event of an action by any of the Parties to obtain specific performance of the terms of this Agreement, each other Party hereby waives the defense that there is an adequate remedy at law.

23. Force Majeure. Neither Party is liable for a failure of performance if such failure is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, epidemic, earthquake, volcanic eruption, flood, vandalism, war, acts of terrorism, extreme cold weather conditions, labor strikes and governmental action. If such failure event continues for sixty days, the other Party may terminate the affected SLA.
24. No Partnership or Joint Venture. The relationship between the Parties under this Agreement and each SLA shall not be that of partners nor a joint venture and nothing contained in this Agreement or any SLA shall be deemed to constitute a partnership or joint venture between them. Neither Party may represent to its users or others that the other Party jointly participates with such Party in the provision of services or facilities at any Site.
25. Waiver and Severability. No delay or omission by either Party to exercise any right or power arising from any default by the other Party shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto. In particular, the receipt by Licensor of license payments with knowledge of an existing breach shall not be deemed a waiver. If any term or provision of this Agreement or any SLA be held invalid or unenforceable, the remainder of this Agreement and all SLA's (including the applicable SLA) shall not be affected thereby and each term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.
26. Condemnation. If, during the Term of this Agreement, a Site shall be taken by any public or quasi-public authority under its power of condemnation or eminent domain (or is sold under threat thereof), the SLA for such Site shall terminate, except those provisions relating to payment of any charges and indemnity, and shall be of no further force and effect as of the date possession shall be taken by the acquiring authority or as of the date of sale. In the event that a SLA shall terminate or be terminated, the license payments and all other amounts payable by Licensee thereunder shall, if and as necessary, be prorated to the date possession is taken by the acquiring authority. In the event of any condemnation, the proceeds of any condemnation award shall be the sole property of Licensor, except any such proceeds relating to Licensee's personal property, which shall belong to Licensee.
27. Prime Lease. Notwithstanding any other provision in this Agreement, the rights of Licensee expressly granted under this Agreement shall not exceed any rights granted to Licensor under the Prime Lease or License Agreement to the Site.

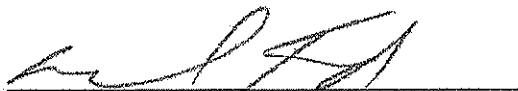
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28. **Governing Law.** This Agreement and each SLA shall be construed in accordance with and governed by the laws of the State of Alaska, without giving effect to its conflict of laws principles.
29. **Attorney's Fees.** If either Party to this Agreement or a SLA initiates any legal proceeding to construe or enforce any of the terms and conditions herein or therein, or to obtain damages or relief hereunder or thereunder, then the prevailing Party shall be entitled to its reasonable attorney's fees, expenses and court costs incurred in connection with such legal proceedings.
30. **Entire Agreement.** This Agreement together with the Arbitration Agreement and the applicable SLA for the Site and all exhibits and attachments to this Agreement, the Arbitration Agreement and the SLA constitute the entire agreement between the Parties with respect to the subject matter contained herein and therein. Upon the mutual execution of an SLA for a Site, the Arbitration Agreement, this Agreement and the SLA shall supersede any previous agreements whereby Licensor has provided Licensed Premises to Licensee at the Site. There are no representations, understandings or agreements that are not fully expressed in the Arbitration Agreement, this Agreement and SLA's entered into in connection herewith. The obligations of the Parties which, by the nature of the obligations, continue beyond the terms of the Arbitration Agreement, this Agreement and SLA shall survive the termination of this Agreement and the SLA. The Arbitration Agreement, this Agreement and each SLA cannot be amended or modified except in writing signed by both Parties.
31. **Mutual Representation of Authority.** (a) Licensor and Licensee represent and warrant to each other that they have full right, power and authority to enter into this Agreement and, except as otherwise expressly stated in the SLA, each SLA entered into pursuant to this Agreement, without the consent or approval of any other entity or person and it makes these representations knowing that the other Party will rely thereon. (b) The signatory on behalf of Licensor and Licensee by execution of this Agreement or a SLA represent and warrant that they have full right, power and authority to act for and on behalf of Licensor or Licensee, as the case may be, in entering into this Agreement or the SLA.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

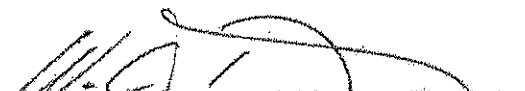
**LICENSEE: ACS WIRELESS, INC.**

**LICENSOR: GCI COMMUNICATION CORP.**



Mike Todd  
Sr. Vice President Engineering

Date: June 4, 2012



Name: William C. Behrke  
Title: Senior Vice President

Date: June 4, 2012

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GCI and ACS Site License Agreement Attachment

**EXHIBIT 1**  
to  
**GCI – ACS Site License Agreement**

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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EXHIBIT 2

GCI – ACS Site License Agreement

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**EXHIBIT 3**

**Collocation Application**

**[Attach Form]**

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**EXHIBIT 5**

to

**GCI – ACS Site License Agreement**

**Prime Lease**

[Attach]